

JPA File No.: JPA 06-080
AG Contract No.: KR06-1029TRN
Project:SR 202L,Red Mountain Freeway
Section: SR 202L: Baseline Road
Southern Avenue; US 60: Power Road –
Crismon Road
TRACS: 202-MA-029-H 6891 01C
BUDGET SOURCE ITEM NO: MAINTAGR

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE and IRRIGATION MAINTENANCE

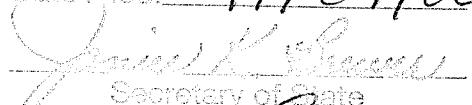
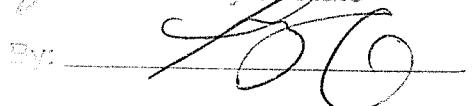
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into this date November 29, 2006, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF MESA, acting by and through its MAYOR and CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State and the City are in mutual agreement to landscape and provide irrigation systems for certain areas within the rights-of-way of SR 202L, Red Mountain Freeway, SR 202L: Baseline Road-Southern Avenue, and US 60: Power Road-Crismon Road, herein after referred to as the "Project". The purpose of this Agreement is to define each party's responsibility related to the design, bidding construction and maintenance of the Project.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 28572
Filed with the Secretary of State
Date Filed: 11/29/06

Jennifer L. Beeson
Secretary of State

By: JLB

II. SCOPE OF WORK

1. The State shall:

- a. Prepare to State standards, design plans, specifications and other such documents and services required for the bidding and construction of the Project and provide to the City for concurrence.
- b. Upon concurrence of the plans by the City, award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s).
- c. Perform the final inspection and notify the City in writing the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.
- d. Upon completion of the Project, be responsible for obtaining electrical power to operate the State's irrigation controllers.
- e. At the conclusion of the contractor's maintenance and warranty period referred to in the construction contract as the Landscape Establishment Phase, assume responsibility for maintenance of irrigation system as designated for the State, on the attached Landscape Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system.
- f. At the conclusion of the contractor's Landscape Establishment Phase, assume responsibility for maintenance of the landscaping in areas designated for the State on the attached Landscape Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.
- g. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

2. The City shall:

- a. Review design plans, specifications and other such documents and services for construction of the Project and provide comments to the State, as appropriate.
- b. Furnish all potable or reclaimed water for landscape plant installation during the construction phase, and all water thereafter necessary to properly maintain the landscape at City's expense.
- c. Authorize and pay or waive any water development fees.
- d. Be responsible for setting the water meters when ordered by the Contractor at the State's expense.
- e. At the conclusion of the contractor's Landscape Establishment Phase, assume responsibility for maintenance of the irrigation system as designated for the City, on the attached Landscape Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system.

f. At the conclusion of the contractor's Landscape Establishment Phase, assume responsibility of paying for electrical power necessary to operate the City's irrigation system and controllers. In addition, assume responsibility for maintenance of the landscaping in areas designated for the City on the attached Landscape Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

g. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

h. All work provided herein, shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic controls shall meet the requirements of the "Manual on Uniform Traffic Control Devices" (MUTCD).

III. MISCELLANEOUS PROVISIONS

1. This terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and related deposits or reimbursements; provided herein. However any provisions for landscape maintenance, electrical power, and water for landscaping as designated on Landscape Maintenance Exhibit, by the City shall be perpetual. This Agreement may be terminated by either party at any time upon sixty-days (60) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. Each party (as "indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorneys' fees, hereinafter collectively referred to as "claims", arising out of bodily injury of any person, (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers, except where the State is agent for the City.

3. This Agreement shall become effective upon filing with the Secretary of State.
4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds. Every payment obligation of State and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the

event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007-3212
FAX: 602-712-7424

City of Mesa
Attn: Christopher J. Brady, City Manager
PO Box 1466
Mesa, AZ 85211-1466
(480) 644-3000

10. Pursuant to Arizona Revised Statutes Section 11-952 (D), attached hereto, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF MESA

By

CHRISTOPHER J. BRADY
City Manager

STATE OF ARIZONA

Department of Transportation

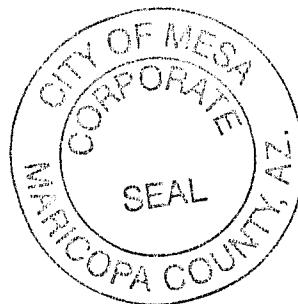
By

DANIEL S. LANCE, P.E.
Deputy State Engineer Valley Transportation

ATTEST:

By

BARBARA JONES
City Clerk



J.P.A. No. 06-080

RECEIVED
SEP 25 2006
VALLEY PROJECT
MANAGEMENT

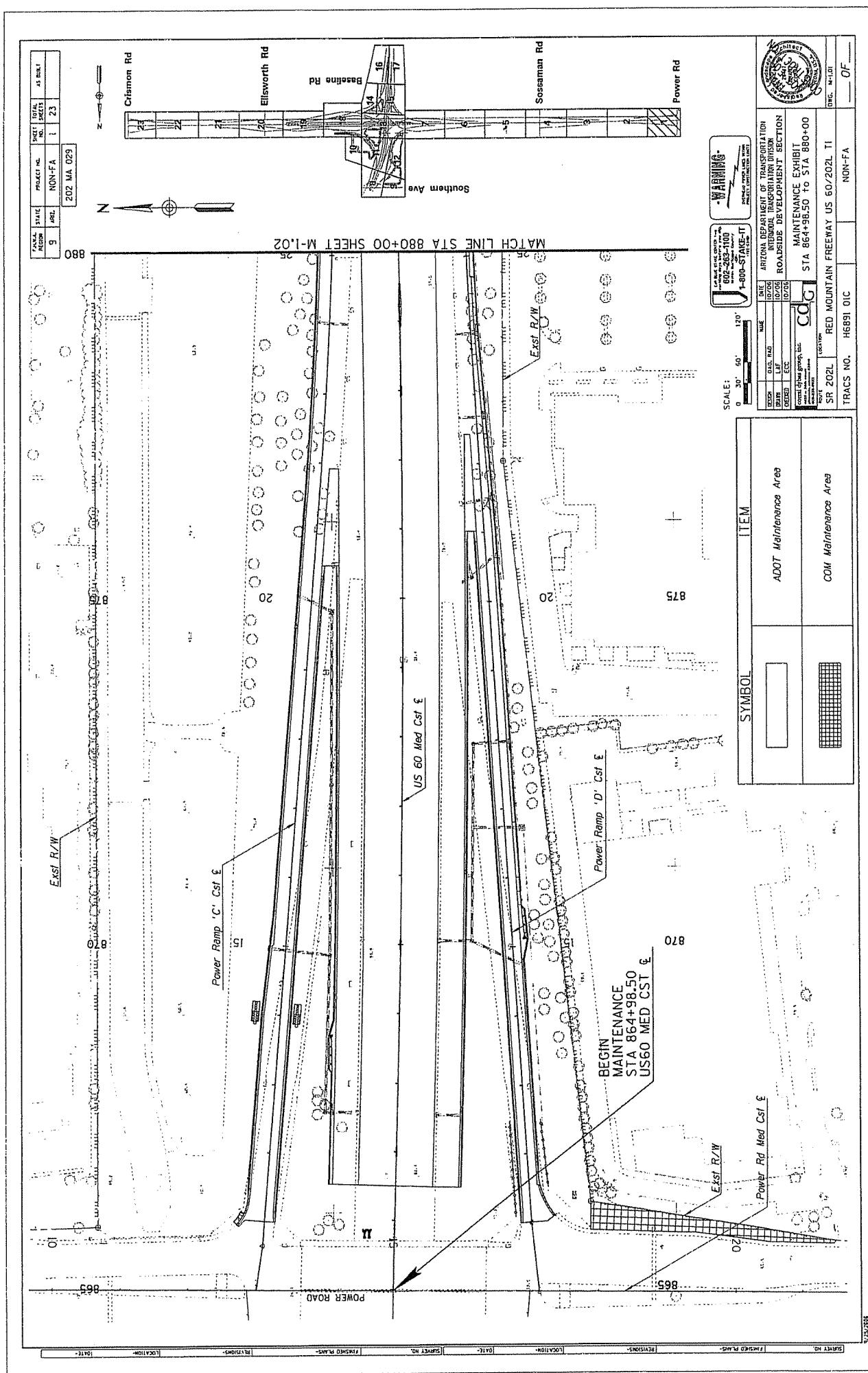
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US 60/202L TI
LANDSCAPE & IRRIGATION
202 MA 029 H6891 01C

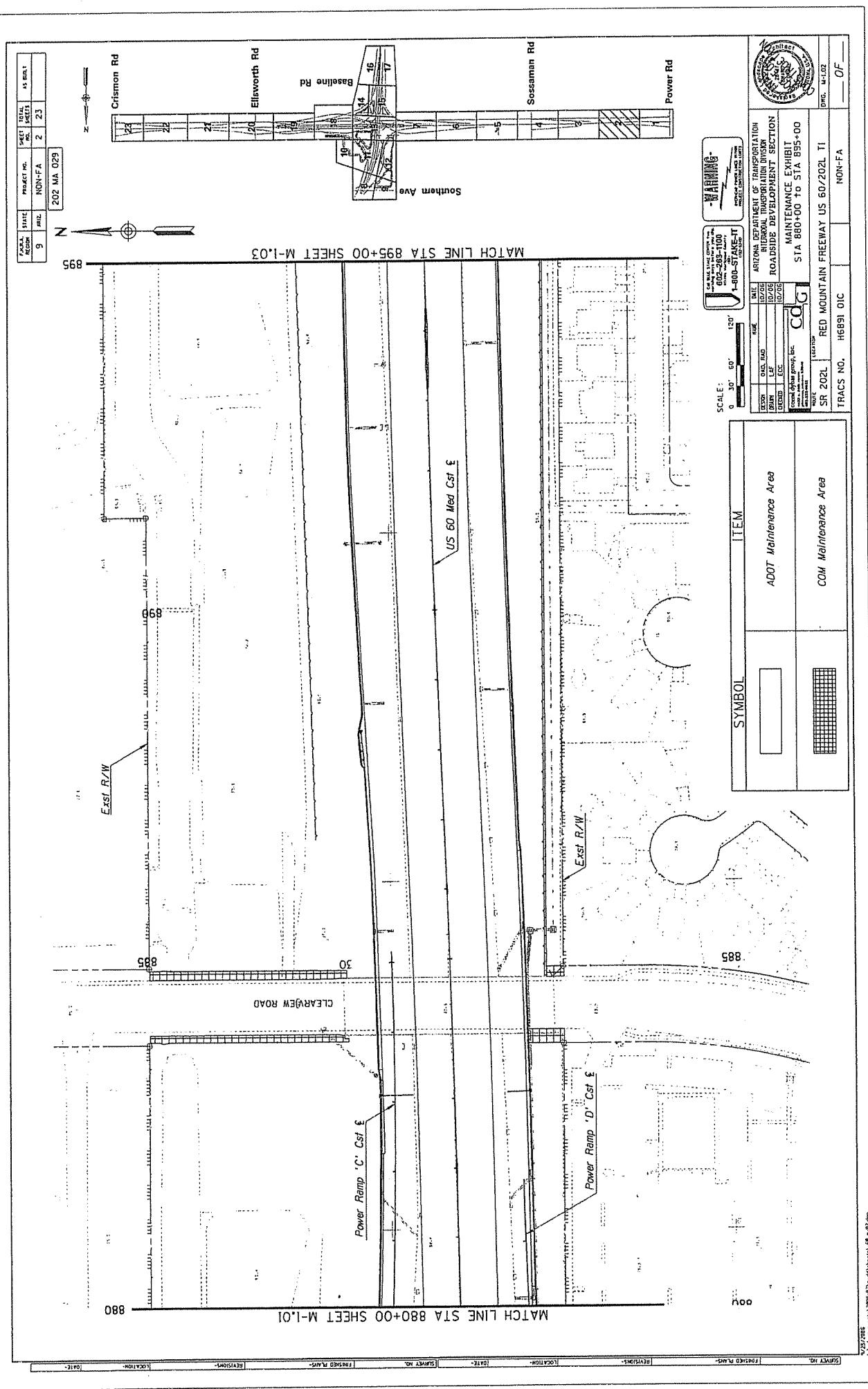
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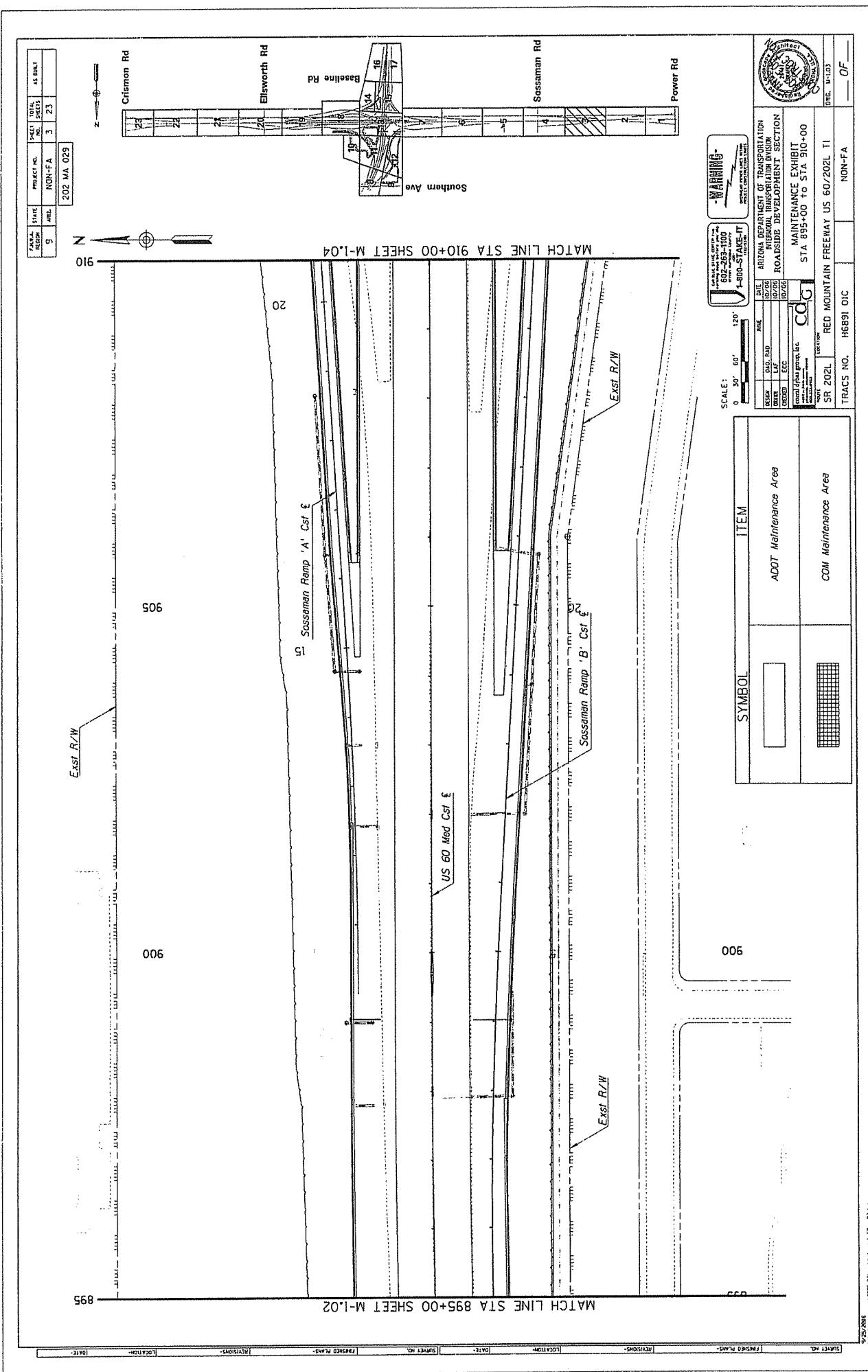
SEPTEMBER 25, 2006

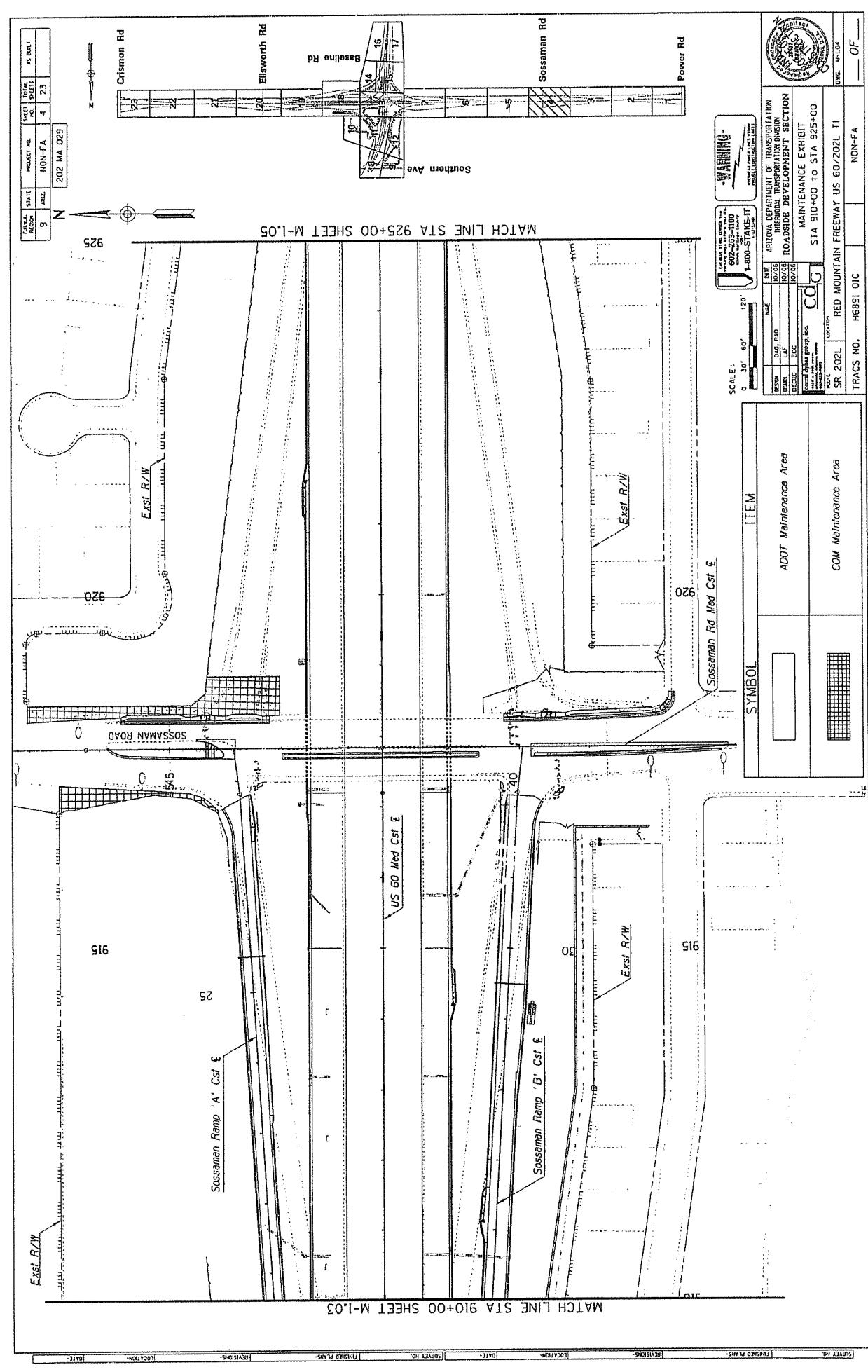


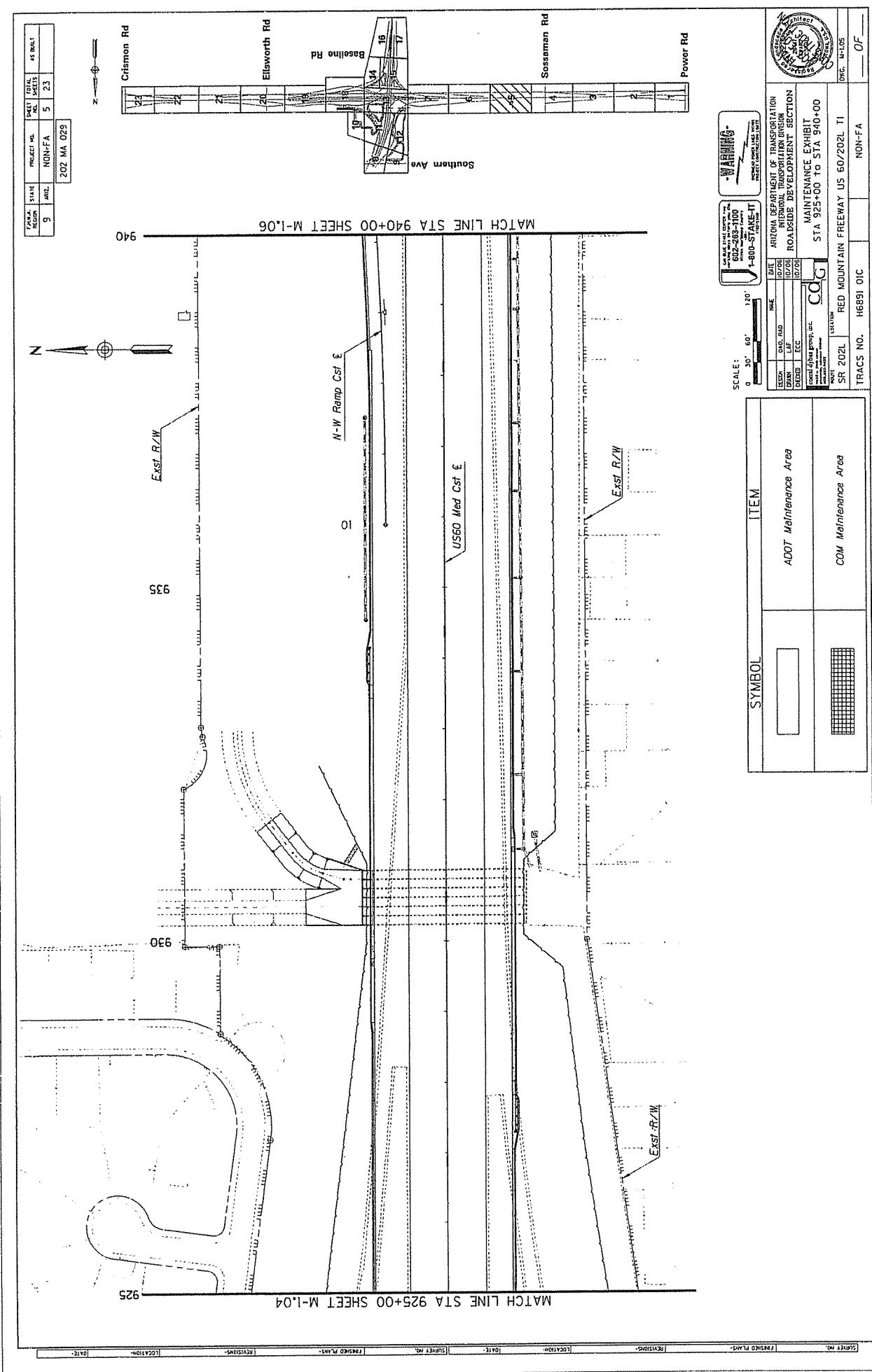
TOTAL MAINTENANCE AREA	282.43 ACRES
ADOT	4.63 ACRES
COM	











YARD NO.	STATE	PROJECT NO.	SET	TOTAL NO. OF PILOTS
9	ARIZ	NON-F-A	6	23

202 MA 029

Chismon Rd

Ellsworth Rd

Baseline Rd

Sossaman Rd

Power Rd

Southem Ave

V4

V1

V2

V3

V4

V5

V6

V7

V8

V9

V10

V11

V12

V13

V14

V15

V16

V17

V18

V19

V20

V21

V22

V23

V24

V25

V26

V27

V28

V29

MATCH LINE STA 955+00 SHEET M-107

955

950

945

940

N

East R/W

E

W

N

S

E

W

US 60 Med Cst E

N-W Ramp Cst E

E-N Ramp Cst E

East R/W

S

E

W

N

D

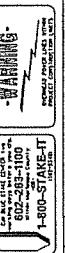
M

A

C

YARD NO.	STATE	PROJECT NO.	SET	TOTAL NO. OF PILOTS
9	ARIZ	NON-F-A	6	23

OF



SCALE: 0 30' 60' 120'

ADOT Maintenance Area

CDG

STA 940+00 to STA 955+00

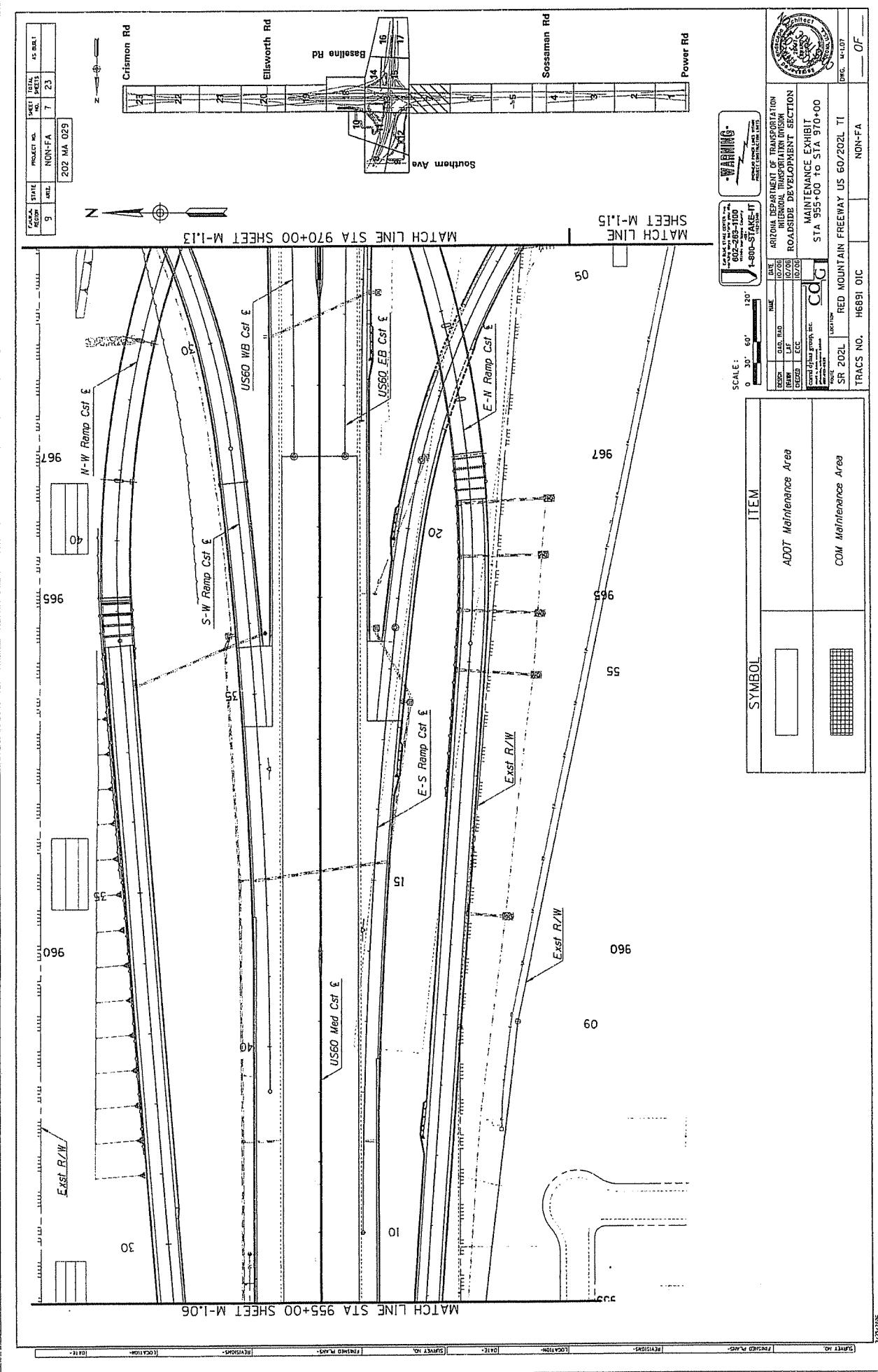
SR 202L RED MOUNTAIN FREEWAY US 60/202L TI

TRACS NO. H6891 OIC

NON-F-A

DING. N/A/6

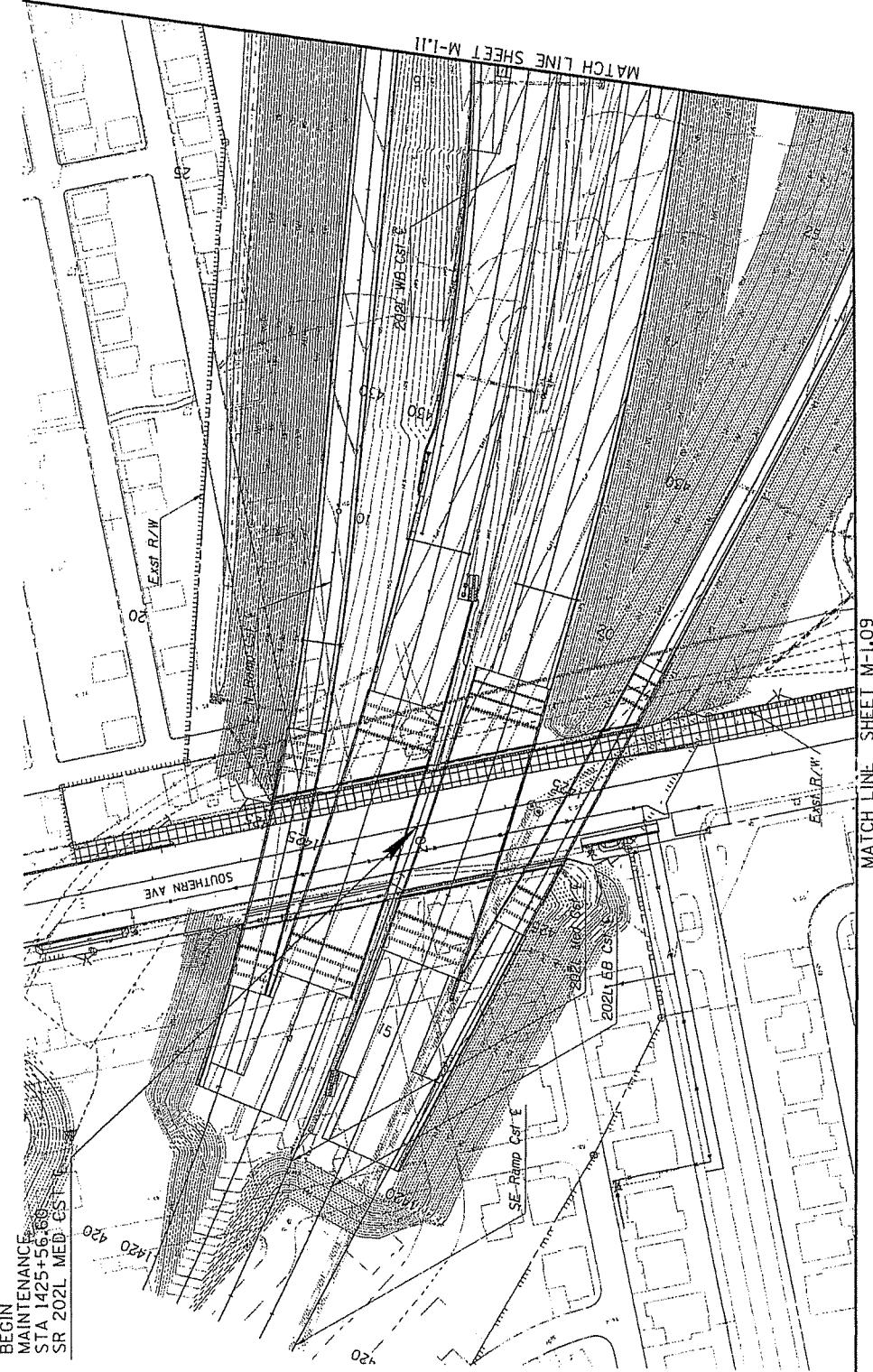




PART	NAME	PROJECT NO.	SCALE NO.	TOTAL SHEETS	AS BUILT
9	ENR.	NON-FA	8	23	

202 MA 029

BEGIN
MAINTENANCE
STA 1425+56 MED
SR 202L MED CS E

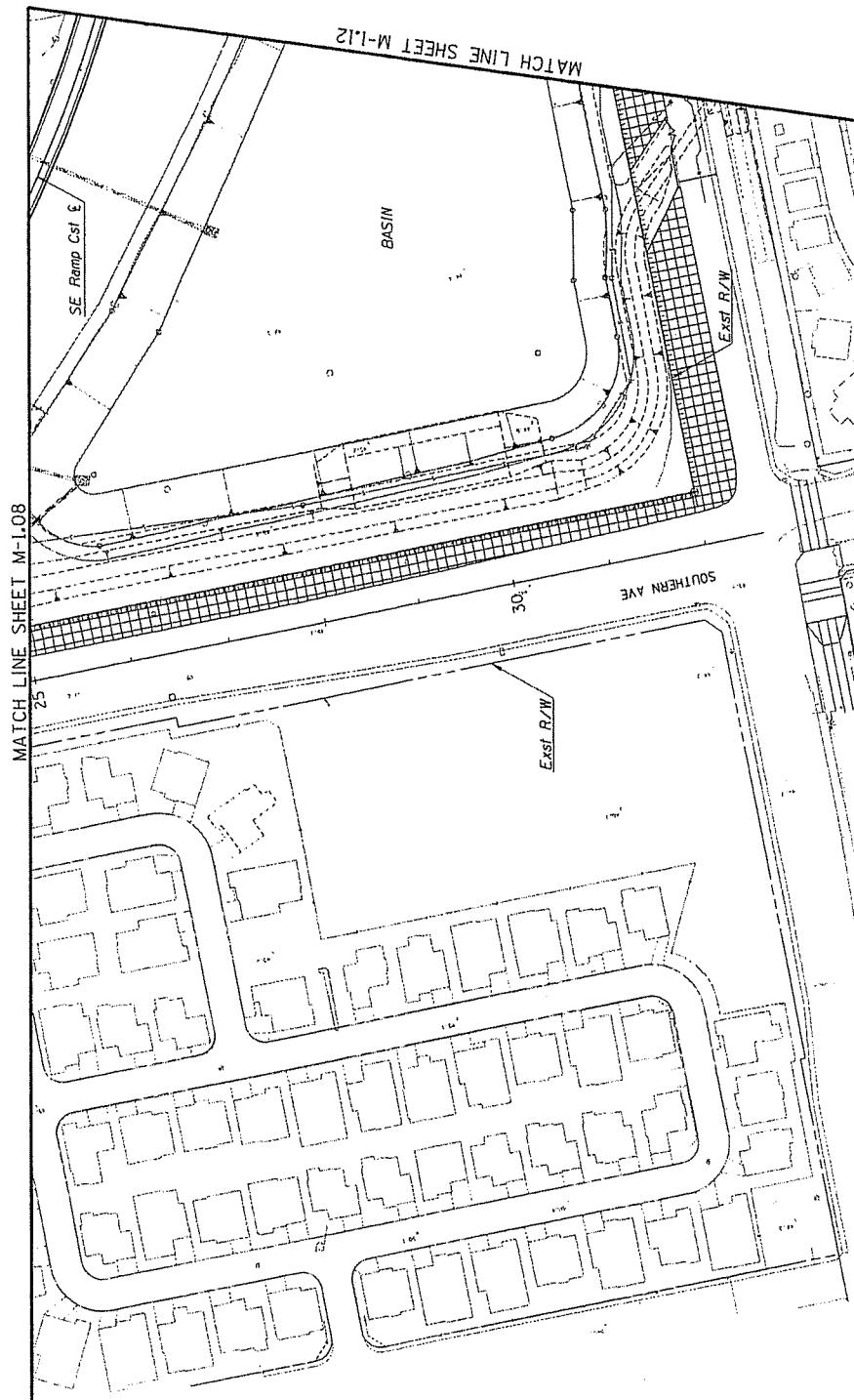
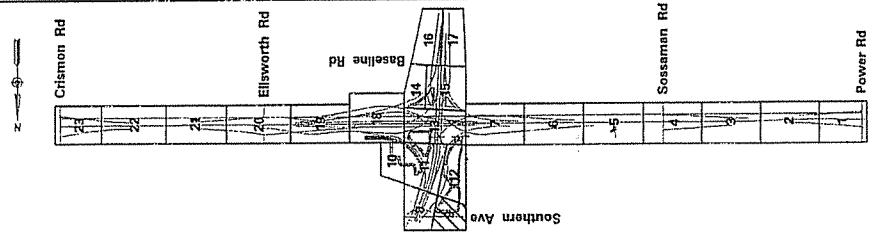


MATCH LINE SHEET M-1.11

WARNING:	
1-800-S-SAFE-IT	
1-800-727-1100	
www.safemaintain.com	
DRAFT DRAWING NOT FOR CONSTRUCTION USE	
ADOT DEPARTMENT OF TRANSPORTATION	
NICHOLSON, TRANSITION INKIN	
ROADSIDE DEVELOPMENT SECTION	
10/06/2021	
CDG	
MAINTENANCE EXHIBIT	
SR 202L	RED MOUNTAIN FREEWAY US 60/202L T1
TRACS NO.	H6891 DIC
DIRC.	W-L08
OF	

07/22/2021

FAA/A STATE	PROJECT NO.	SECTION NO.	TOTAL SITES	AS BUILT
9 ARIZ	NON-FA	9	23	
	202 MA 029			



WARNING -	
1-800-STAKE-IT 1-800-782-5488	
ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY CONSTRUCTION UNIT	
MAINTENANCE EXHIBIT	
CDG	CDG
SR 202L	RED MOUNTAIN FREEWAY US 60/202L T1
TRACS NO.	H6891 DIC
NON-FA	OF

ITEM	SYMBOL
ADOT Maintenance Area	[Blank]
COM Maintenance Area	[Hatched Pattern]

PARCEL	STATE	PROJECT NO.	STRETCH	TOTAL ACRES	45 DEGREES
9	NON-FA	10	23		

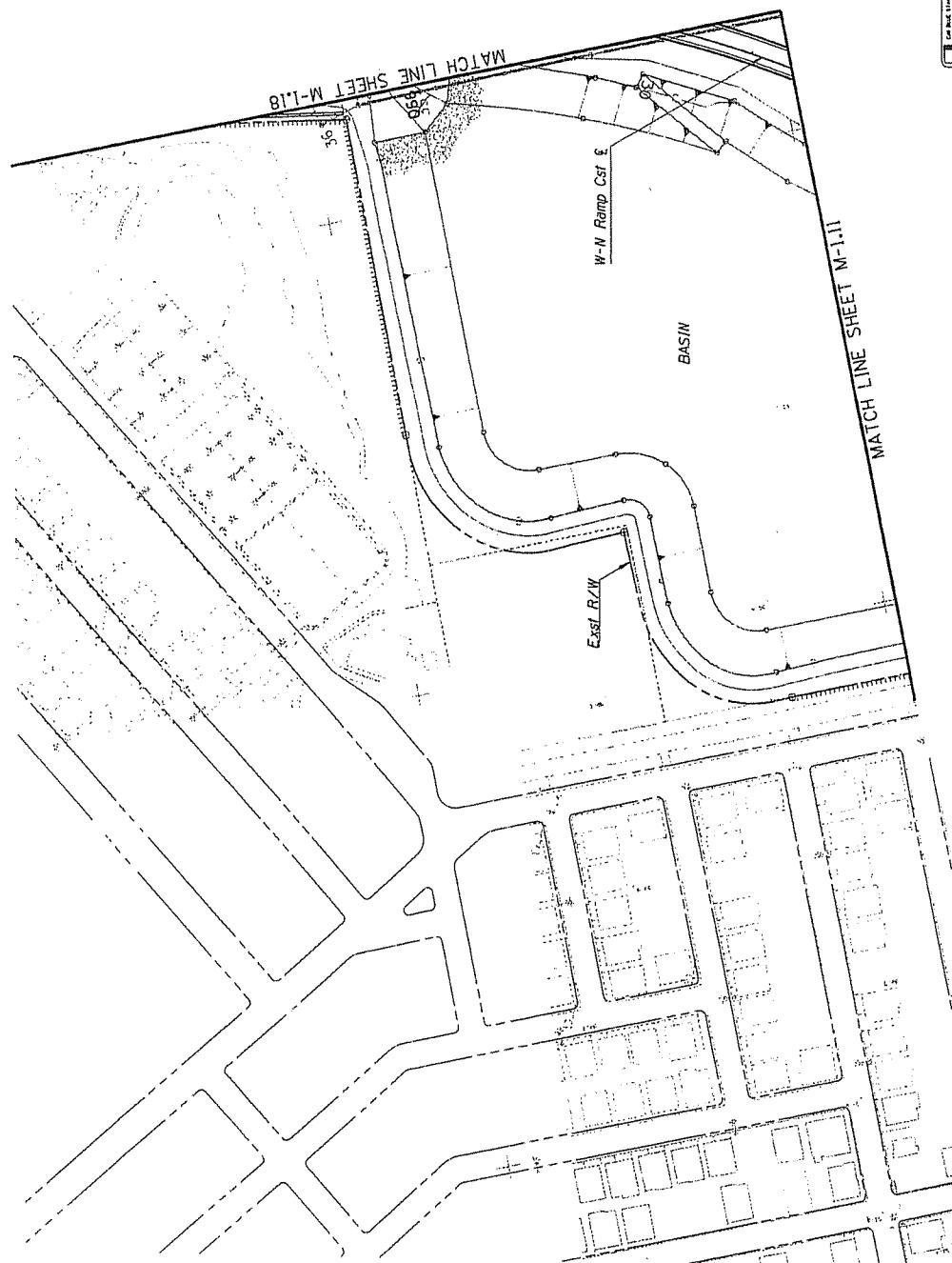
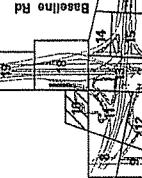
202 MA 029

Chrismen Rd

Ellsworth Rd

Sosseman Rd

Power Rd



WARNING:



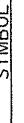
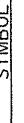
1-800-STAKEIT



OF

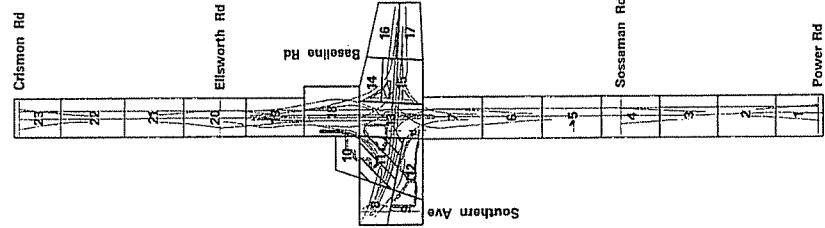
ITEM	SCALE:	DATE:
ADOT Maintenance Area	0 - 30' 60' 120'	12/01/2011
CCM Maintenance Area		

SYMBOL

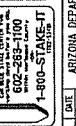
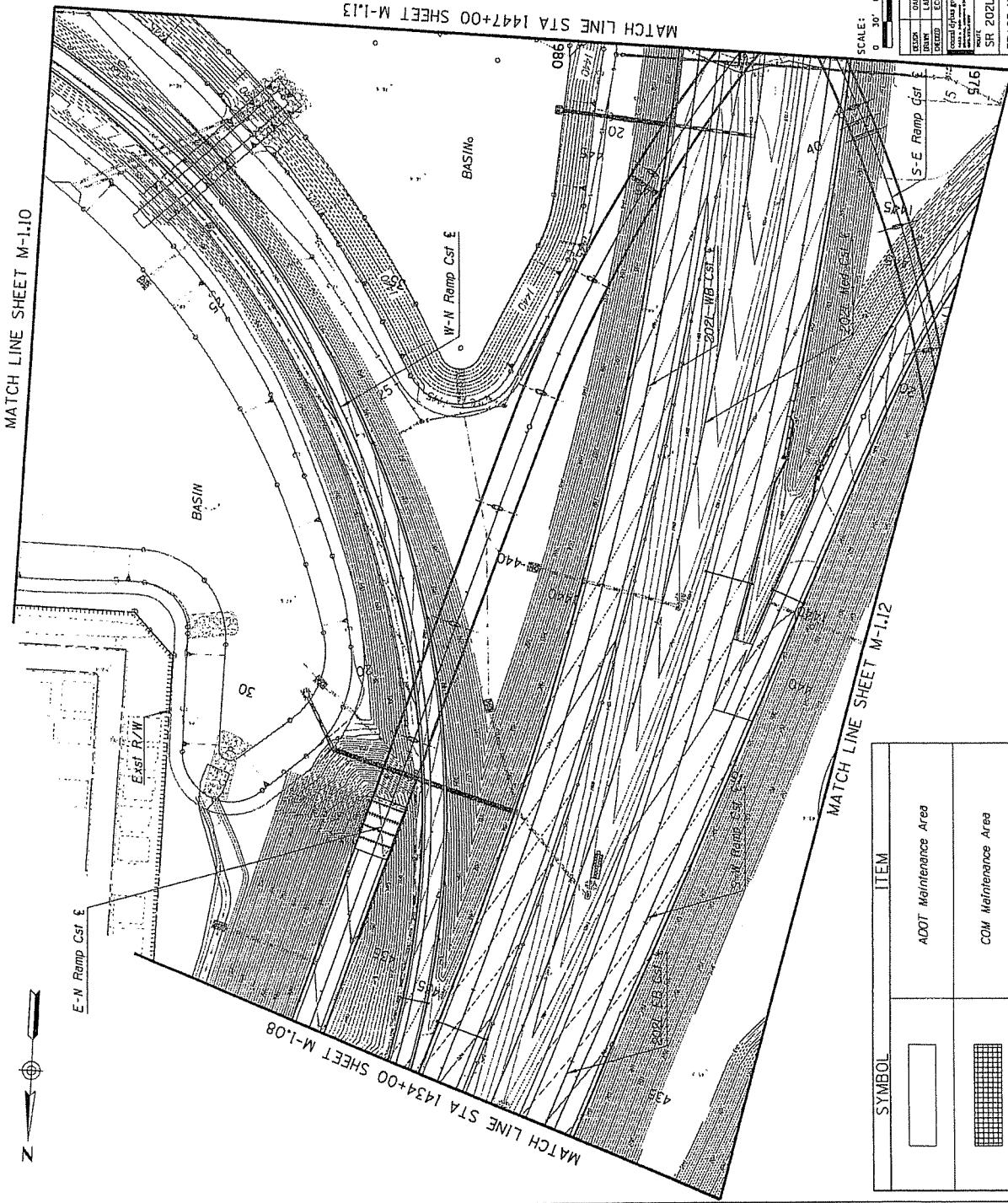


FILE#	STATE	PROJECT NO.	SECT #	TOTAL LEADS	#1 LEAD
REC00	9	INT.	NON-F/A	11	23

Z



MATCH LINE SHEET M-1.10



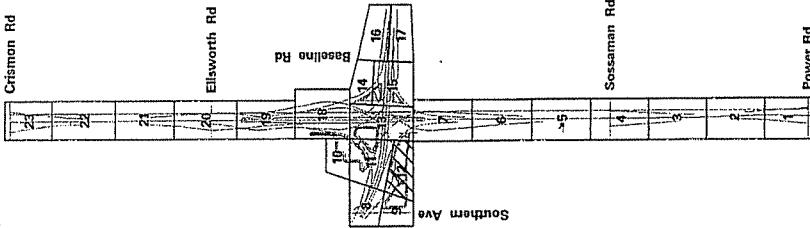
RECEIVED ARIZONA DEPARTMENT OF TRANSPORTATION INTERSTATE HIGHWAY MAINTENANCE ROADSIDE DEVELOPMENT SECTION MAY 2011	NON-F/A
EXHIBIT	OF
CD	CD
LOCATION: SR 202L LOCATION: SR 202L	DATE: MAY 2011
DESIGN: LAF DESIGN: LAF	ROUTE: 10200
CREATED: ECC	ROUTE NUMBER: 10200
MAINTENANCE EXHIBIT	ROUTE NUMBER: 10200

Proj. No.	Proj. No.	Locality	Locality	Locality
9	NON-F.A.	12	14	42
			23	

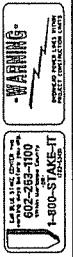
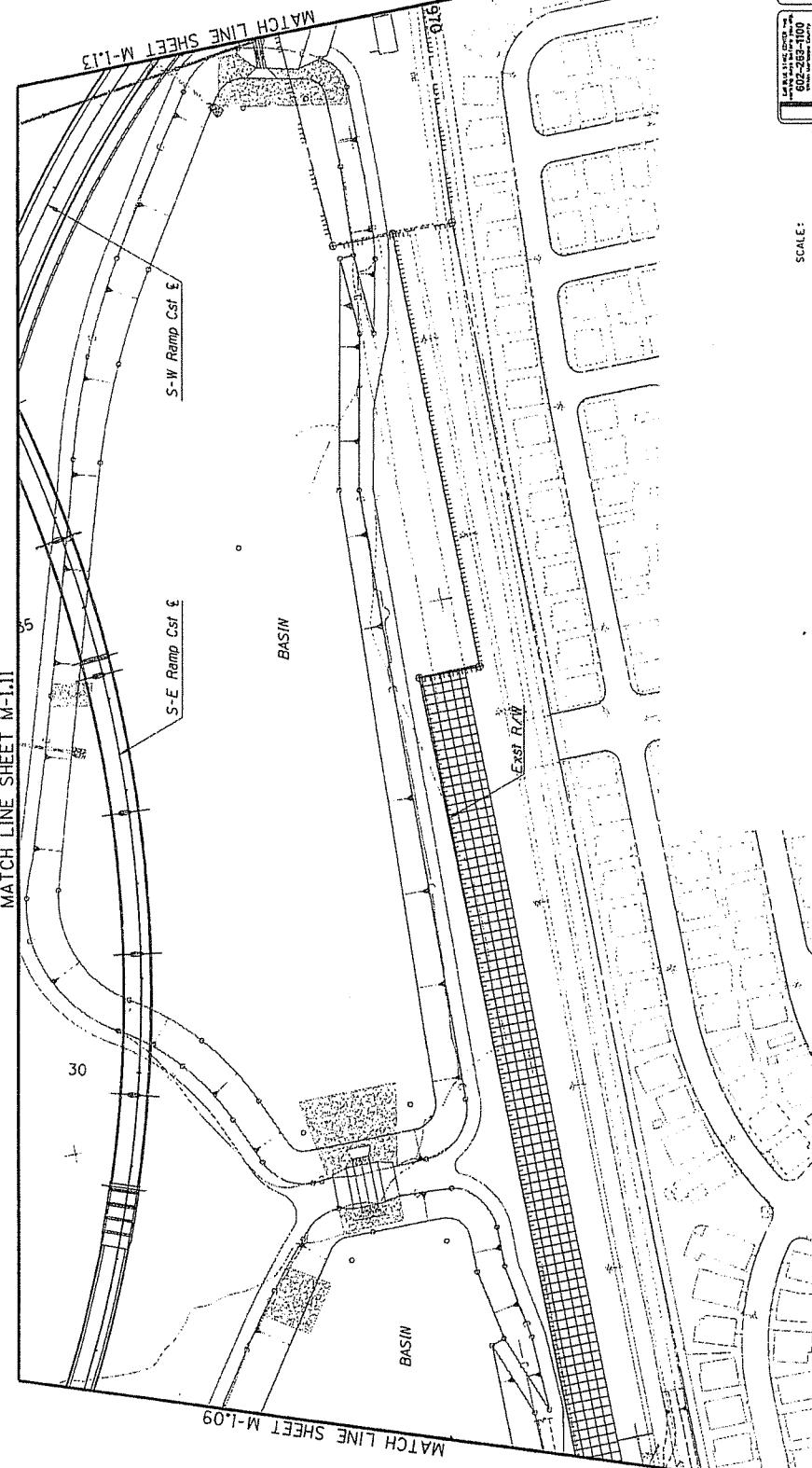
202 MA 029



Cramon Rd



MATCH LINE SHEET M-1.11



Match Line Sheet M-1.13	Match Line Sheet M-1.09
1-800-STAKE IT	1-800-STAKE IT
Arizona Department of Transportation Highway Construction Division Roadside Development Section	
MAINTENANCE EXHIBIT	
CD C1	CD C1
SR 202L	SR 202L
Location: H6891 QIC	Location: H6891 QIC
NON-F.A.	NON-F.A.
DIRG. N-12	DIRG. N-12
OF	OF

SCALE: 0 30' 60' 120'	
ITEM	ADOT Maintenance Area
SYMBOL	CDM Maintenance Area

FLORIDA REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	NON-FA	13	23	

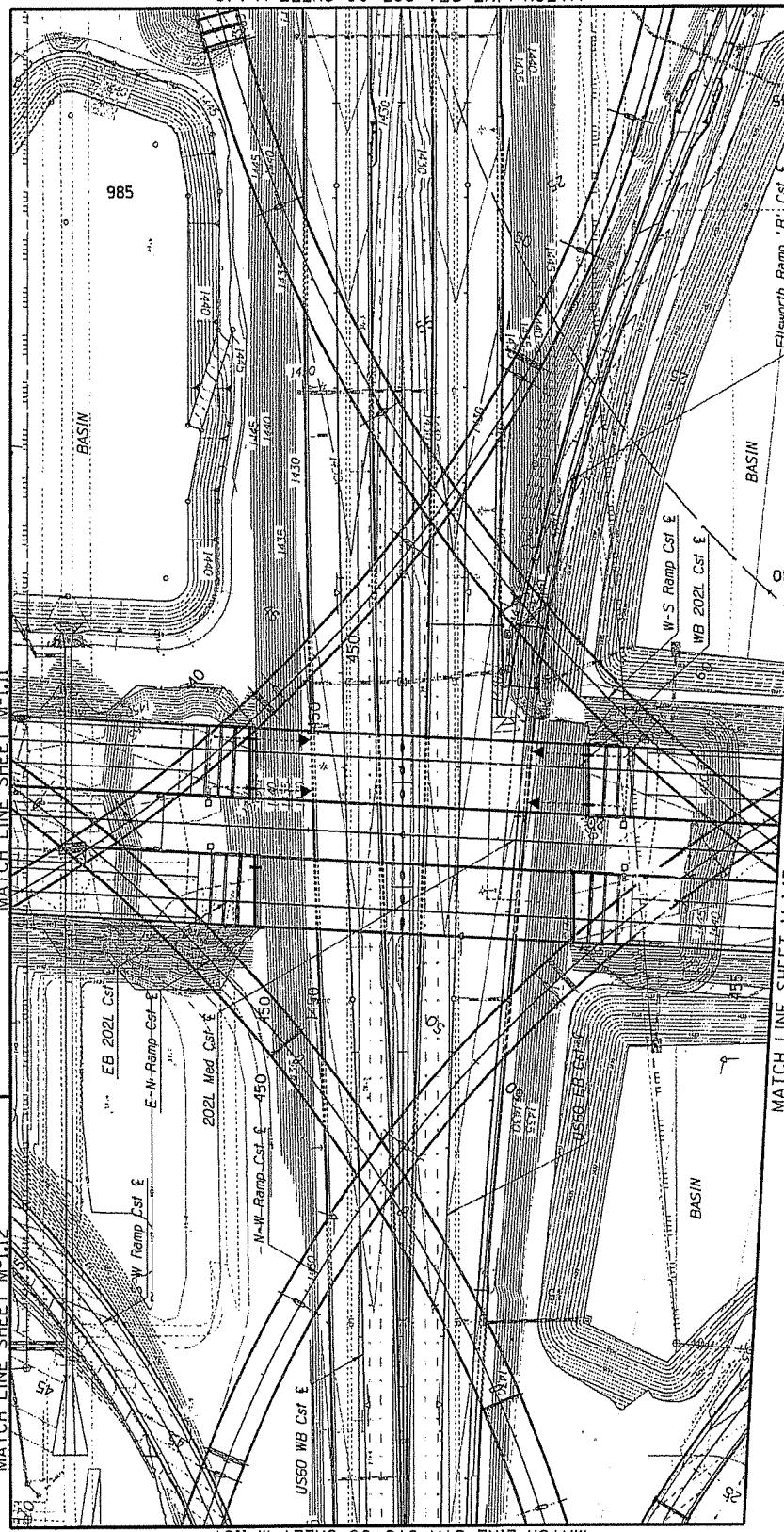
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MATCH LINE STA 985+00 SHEET M-1.18

MATCH LINE SHEET M-111

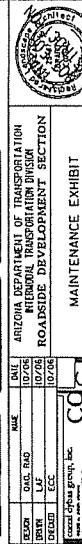
MATCH LINE SHEET M-1-12

MAATCH LINE STA 970+00 SHEET M-1-02



MATCH LINE SHEET M 114

146.

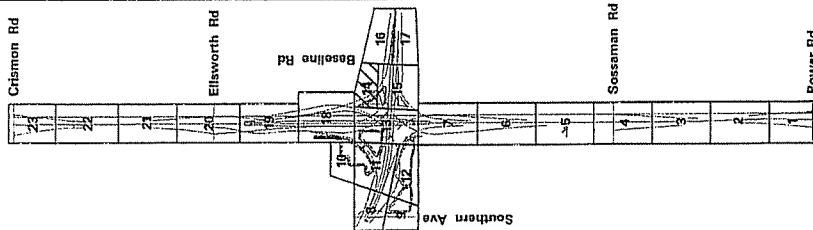


SR 202L LOCATION RED MOUNTAIN FREEWAY US 60/202L T1
TRACS NO. H6891 OIC NON-FA OF

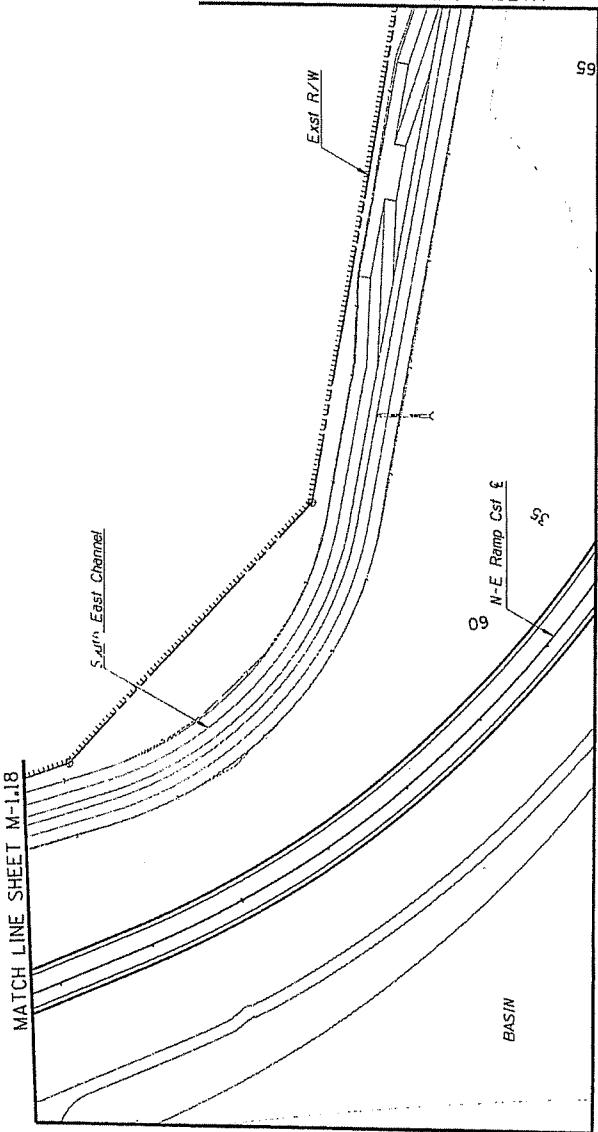
ITEM	SYMBOL	ADDT Maintenance Area	COM Maintenance Area
			

F.A.M.A. REGION	STATE	PROJECT NO.	PILOT NO.	TOTAL NO. SKETCHES	AS DRAWN
9	ARIZ.	NON-FA	14	23	

114



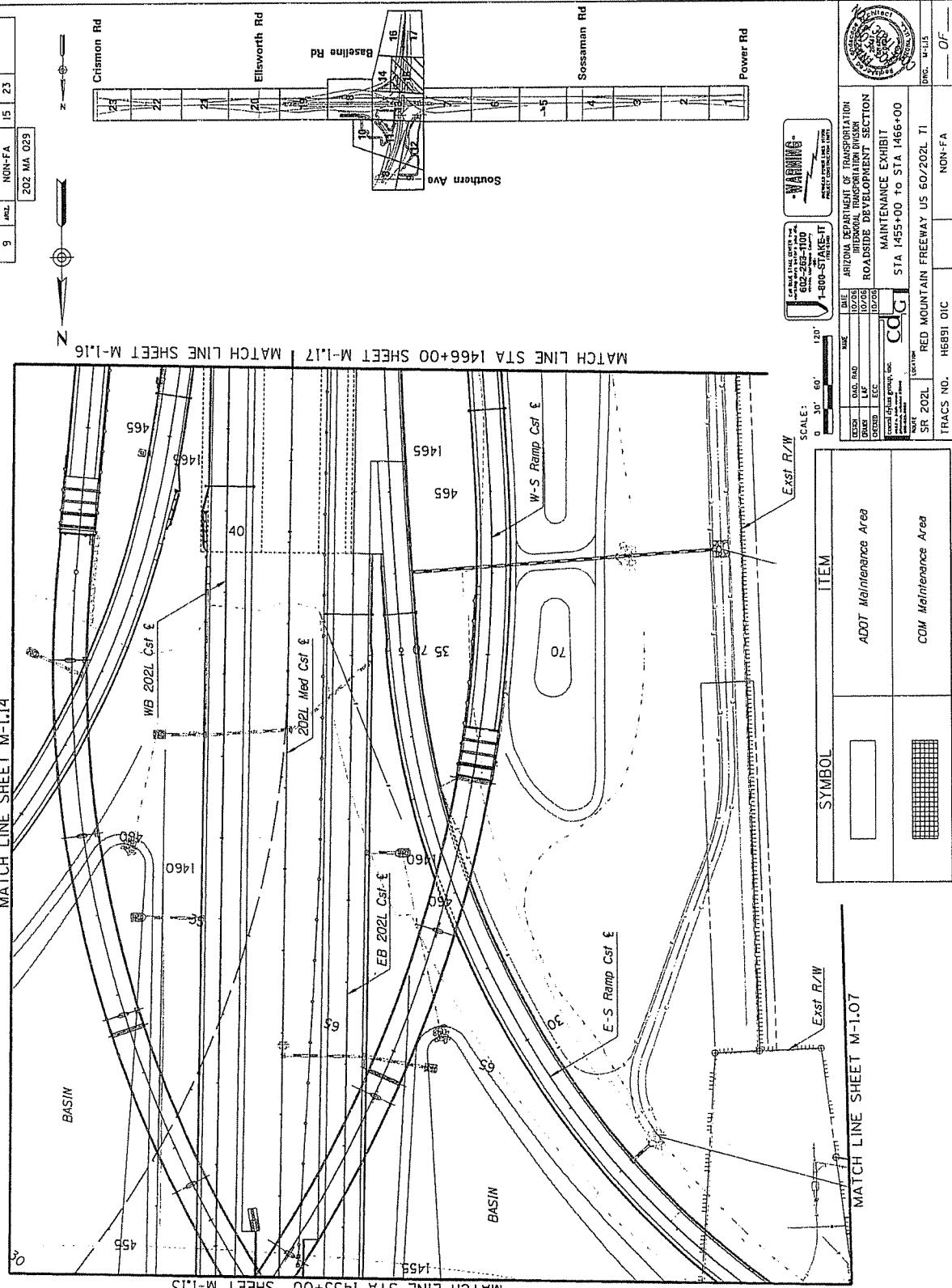
MATCH LINE SHEET M-116



MATCH LINE SHEET M-1.15



ITEM	SYMBOL
ADOT Maintenance Area	
CDOT Maintenance Area	



MATCH LINE SHEET M-1-14

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MATCH LINE STA 1455+00 SHEET M-1.13

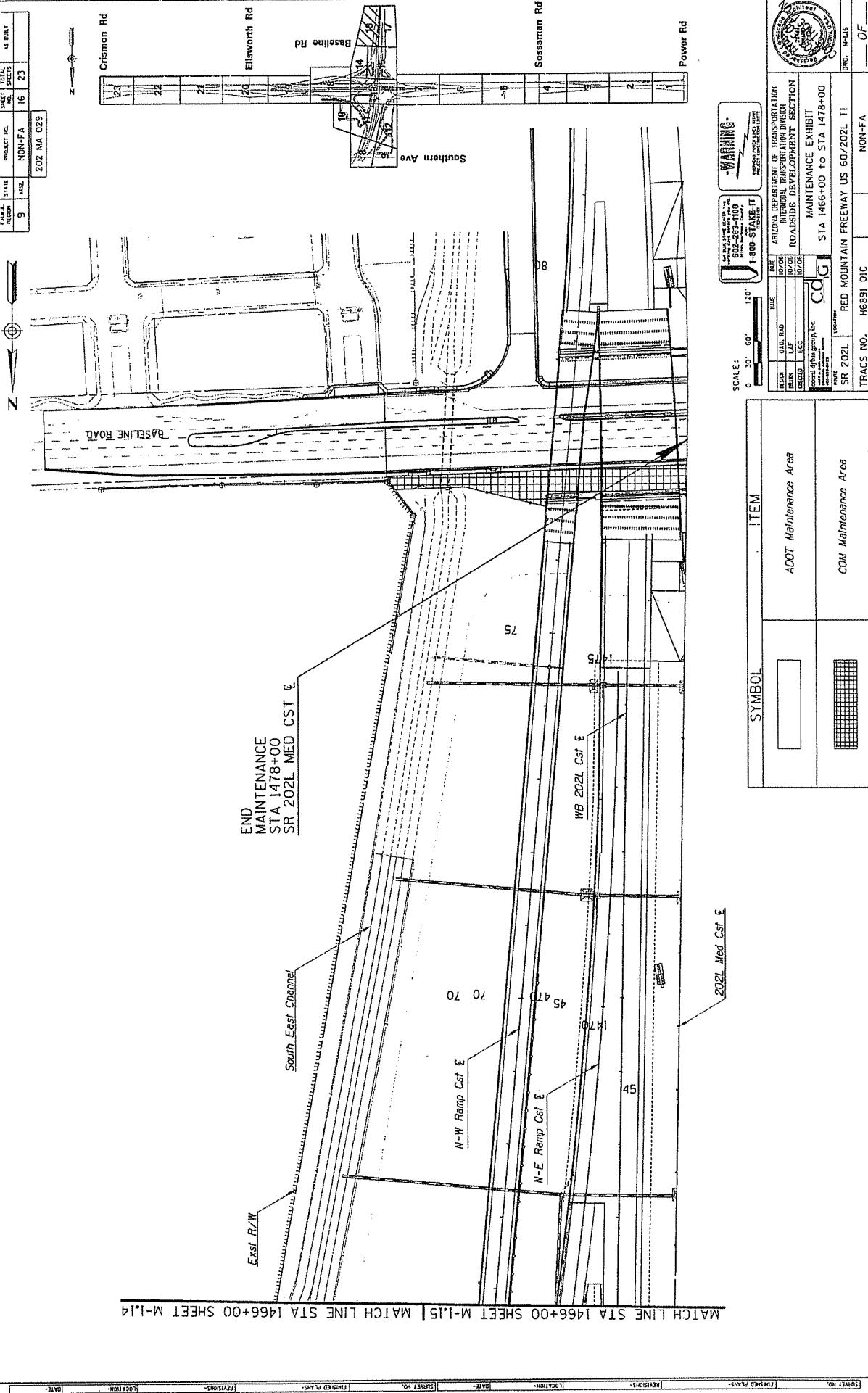
Sessman Rd

Power Rd

MATCH LINE STA 1466+00 SHEET M-117 MATCH LINE SHEET M-116

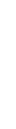
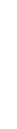
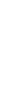
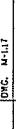
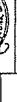
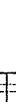
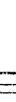
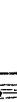
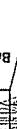
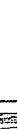
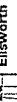
SYMBOL		ITEM
		ADOT Maintenance Area
		CDM Maintenance Area

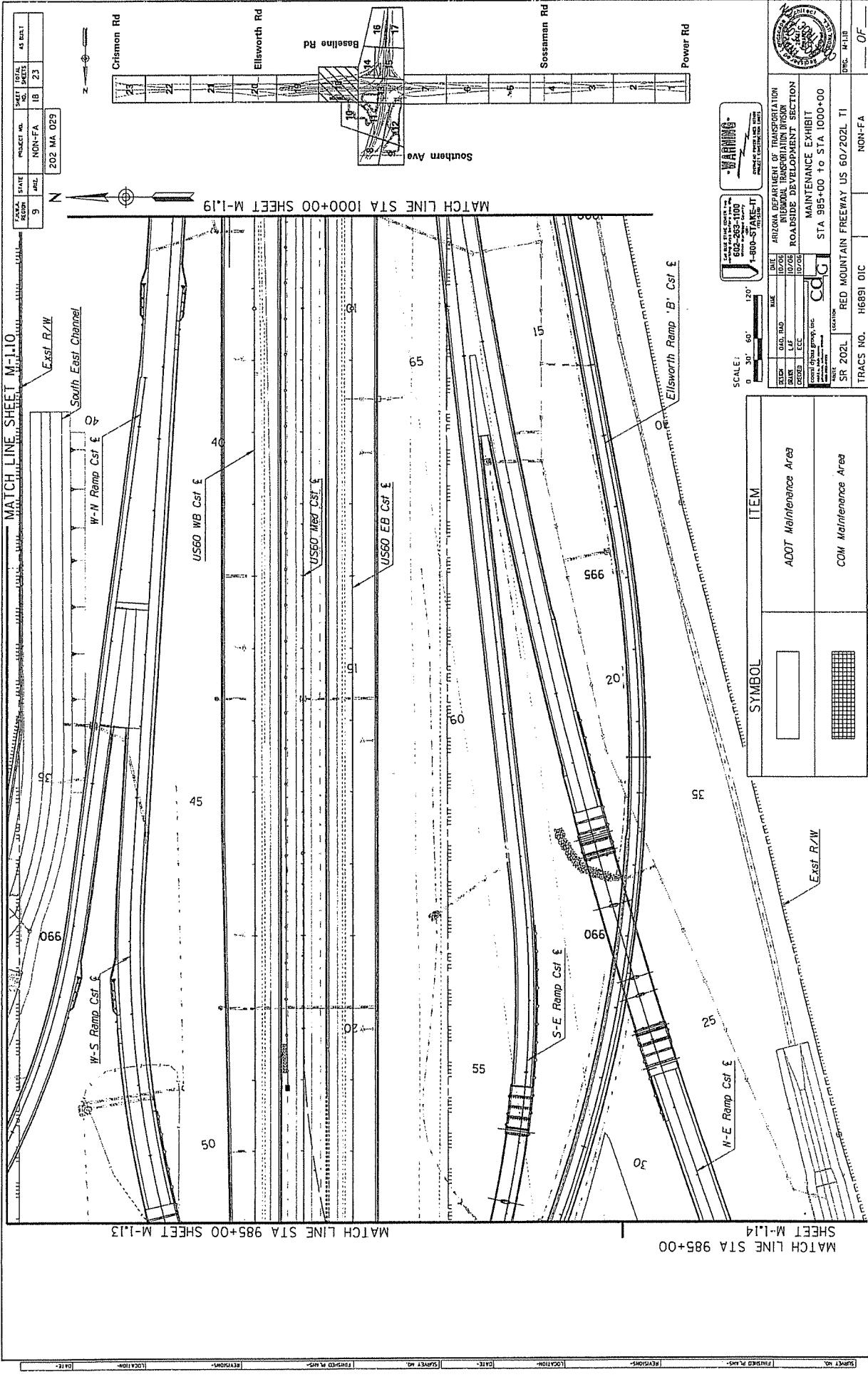
MATCH LINE SHEET M-1.07



FILED	STATE	PROJECT NO.	SECT. NO.	TOTAL SHEETS	SC. SHEET
9	ARIZ.	NON-FA	17	23	
RECD.					

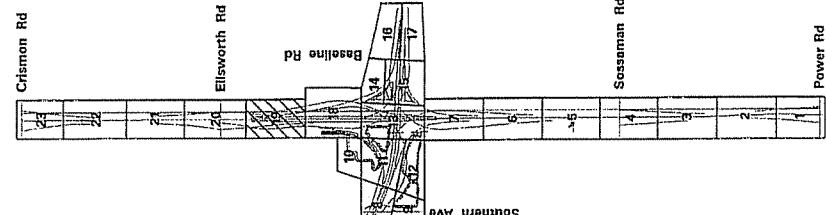
202 MA 029



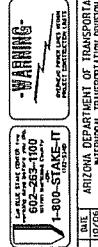
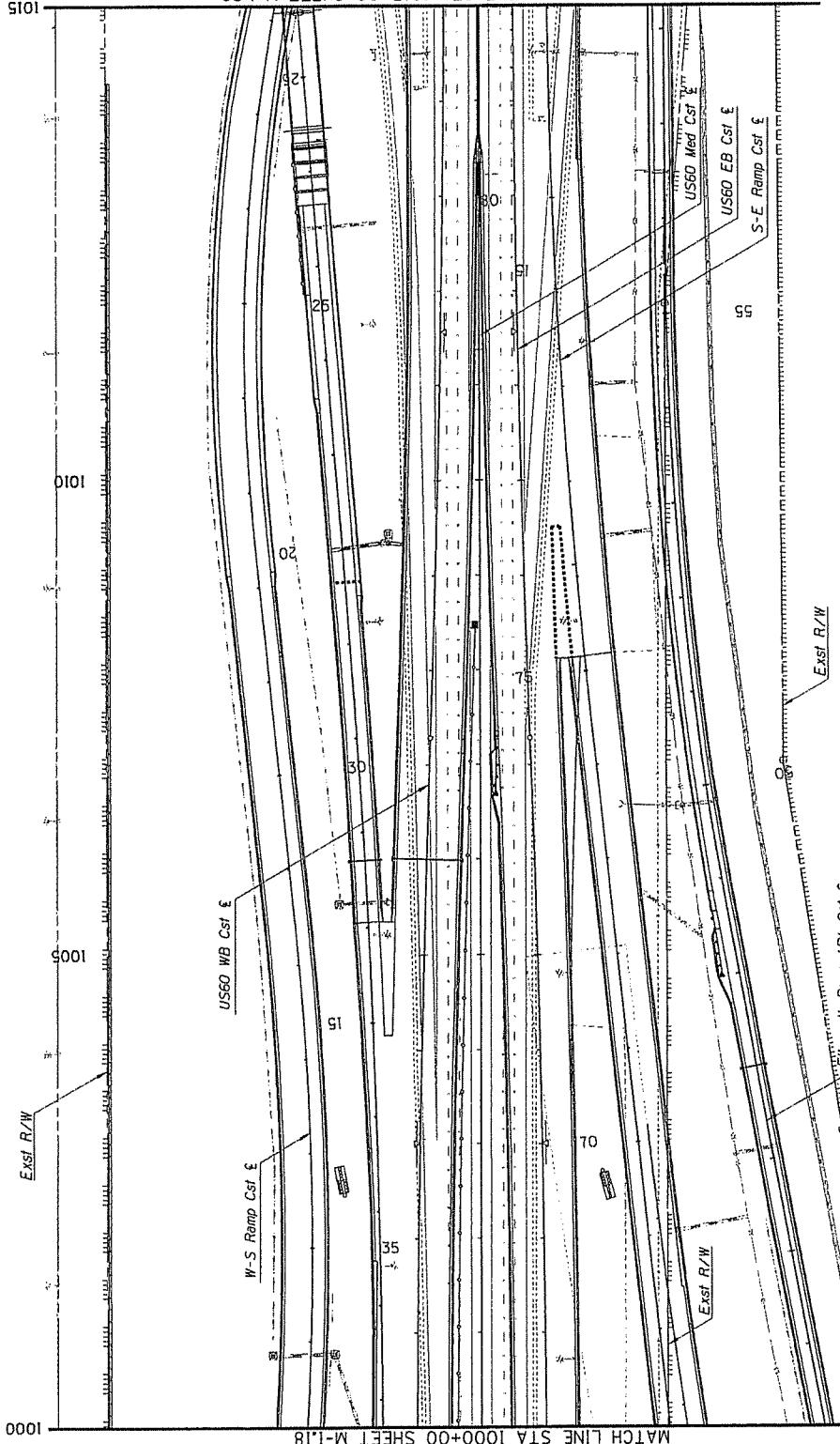


PARCEL NUMBER	STATE PROJECT ID.	SECTION NO.	TOTAL SHEETS	45 SHEET
9	ARIZ. NON-F.A.	19	23	

202 MA 029

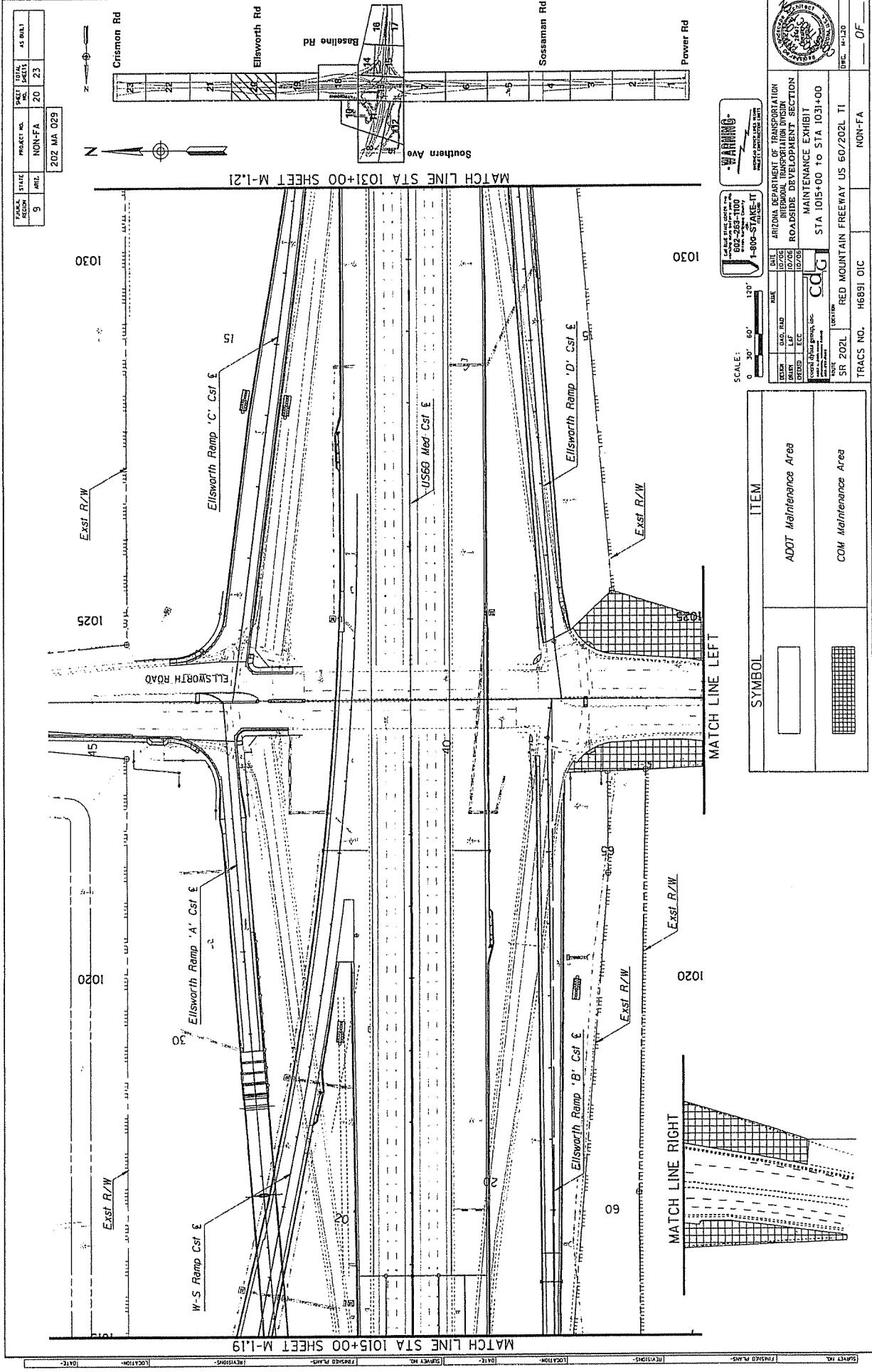


MATCH LINE STA 1015+00 SHEET M-120

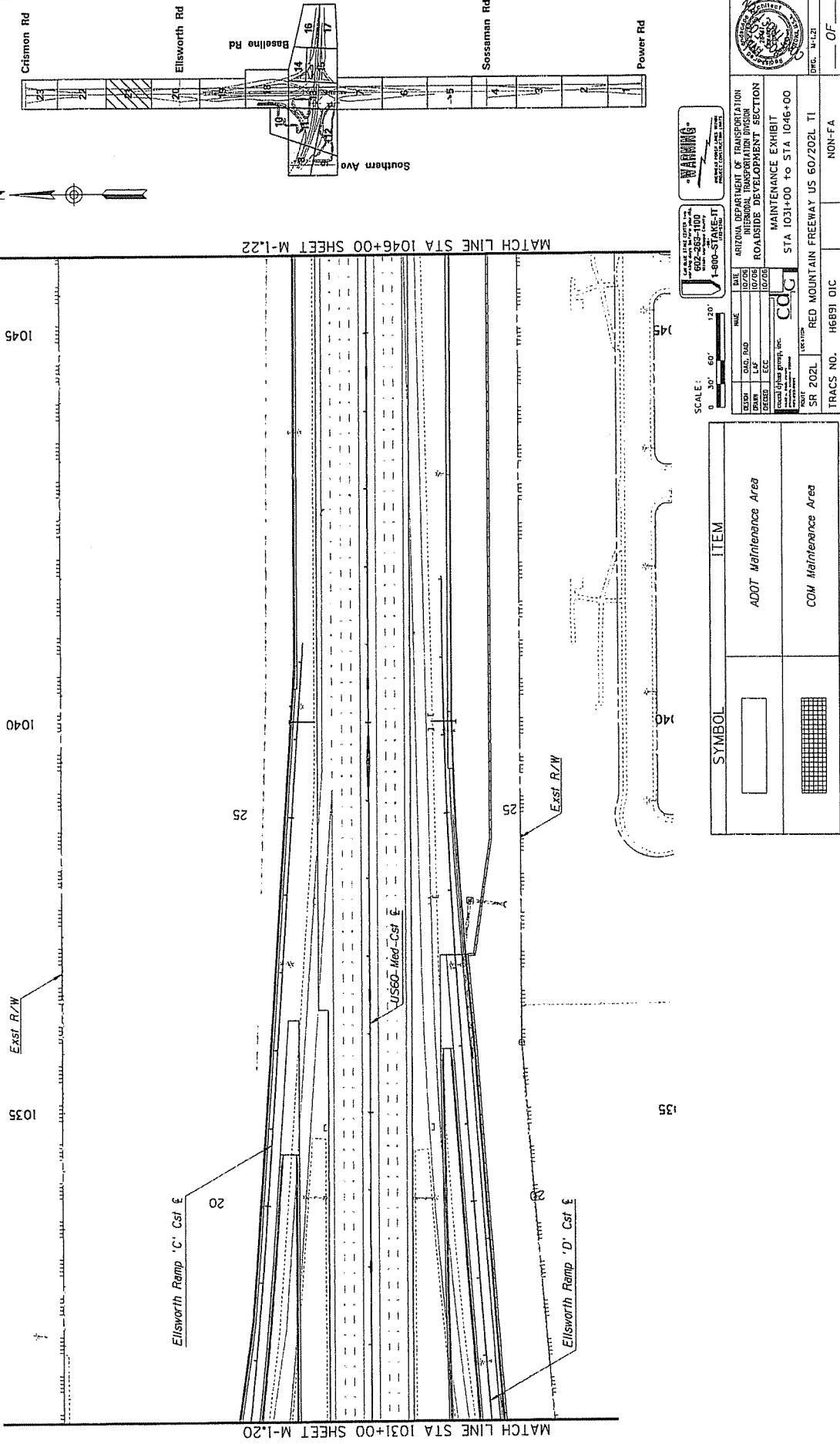


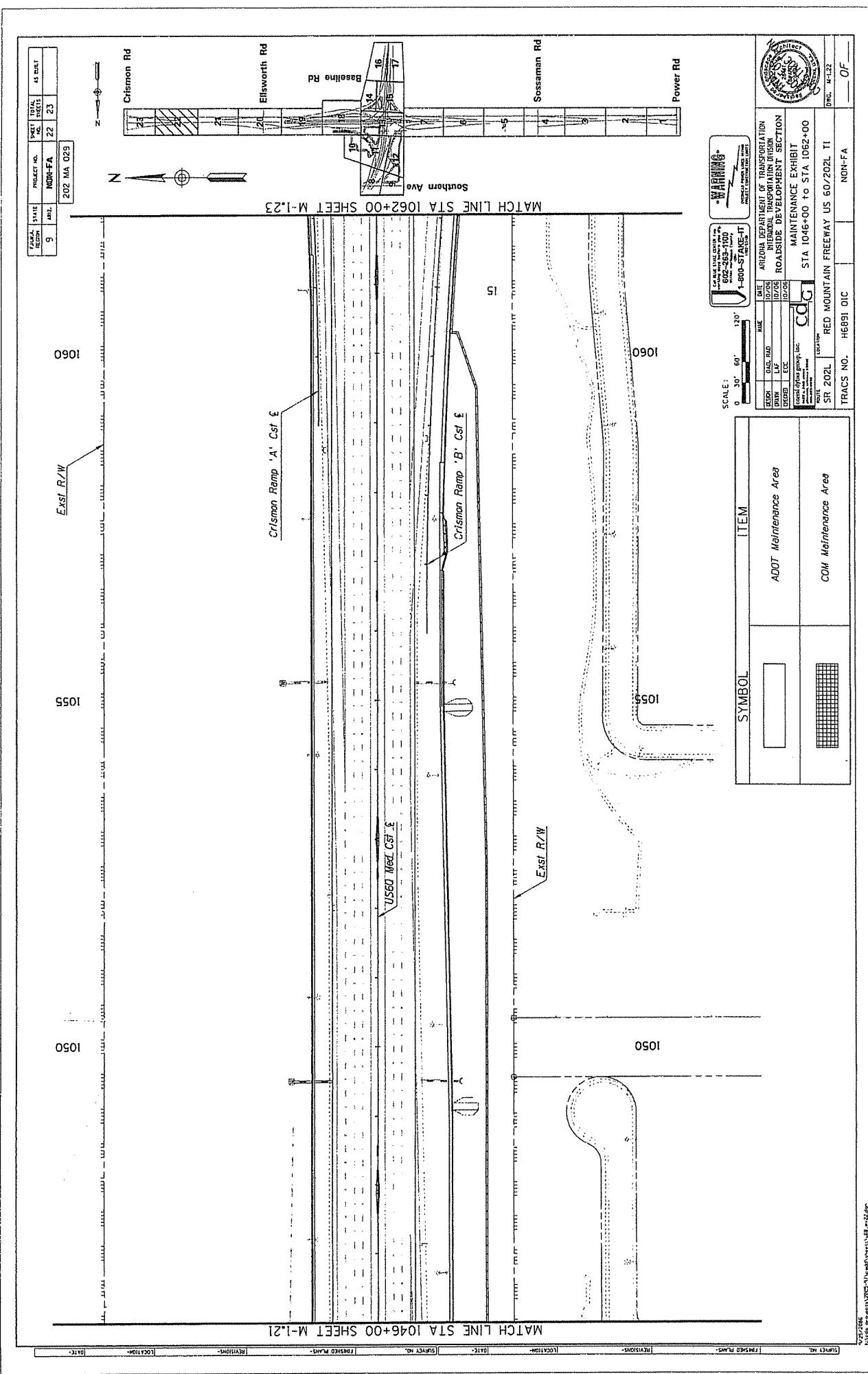
ITEM	SCALE:
[Blank]	0 30' 60' 120'
ADOT Maintenance Area	1-800-STATE-IT
[Blank]	0 30' 60' 120'
COM Maintenance Area	0 30' 60' 120'

DATE:	LOCATION:	DESIGNER:	DRAWN BY:	REVISIONS:	OWNER:	TRIAGE PLAN:	TRADE NO.:
10/19/2018	SR 202L	NON-F.A.	NON-F.A.	NON-F.A.	NON-F.A.	NON-F.A.	OF



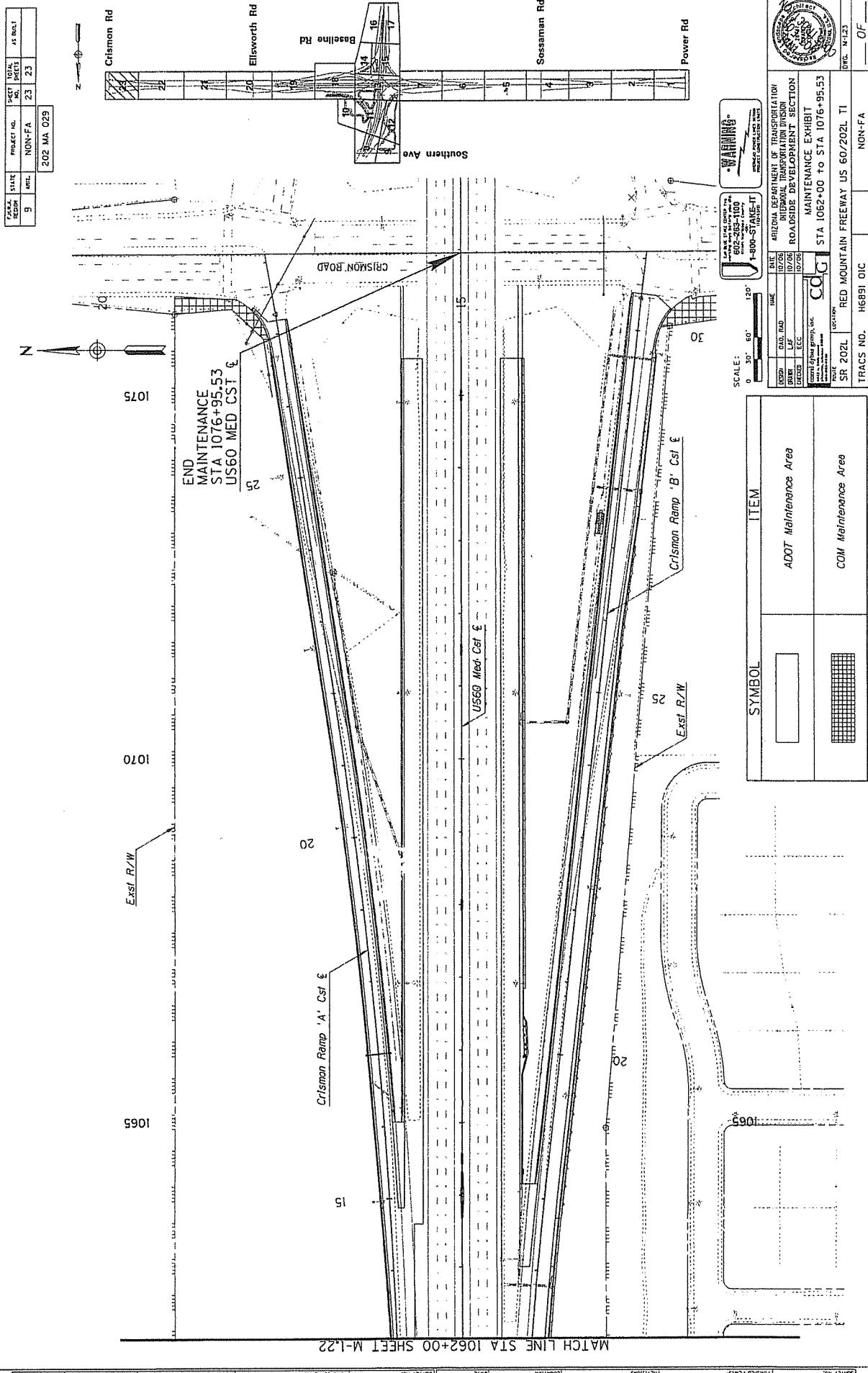
TAPE NO.	STATE	PROJECT NO.	SECT. NO.	TOTAL SHEETS	AS BUILT
9	MAZ	NON-FA	21	23	
			202 MA 029		





ROAD SECTION	STATE ROUTE	PROJECT NO.	SECT. NO.	TOTAL FEET	IN FEET
9	ARIZ.	NON-FA	23	23	

202 MA 029



JPA 06-080

ATTORNEY APPROVAL FORM FOR THE CITY OF MESA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the City, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 27th day of Nov, 2006.



City Attorney

RESOLUTION NO. 8837

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR LANDSCAPE AND IRRIGATION MAINTENANCE ALONG THE RED MOUNTAIN FREEWAY FROM BASELINE ROAD TO SOUTHERN AVE AND THE SUPERSTITION FREEWAY FROM POWER ROAD TO CRISMON ROAD

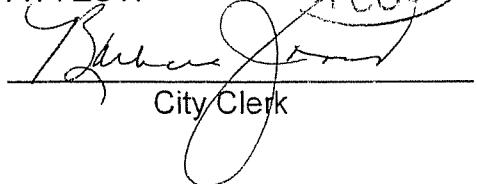
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA,
MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the agreement between the State of Arizona Department of Transportation and the City of Mesa for landscape and irrigation improvements along the Red Mountain Freeway from Baseline Rod to Southern Ave and the Superstition Freeway from Power Road to Crismon Road (ADOT JPA No. 06-080); is hereby approved.

Section 2: That the City Manager, Christopher J. Brady, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 6th day of November, 2006.

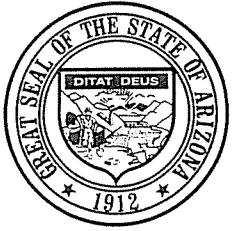
ATTEST:


Barbara Jones
City Clerk



APPROVED:


Christopher J. Brady
Vice - Mayor



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: 602-542-8859
Fax: 602-542-3646

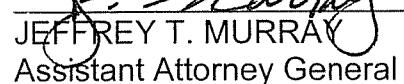
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-1029TRN (**JPA06-080**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 22nd, 2006.

TERRY GODDARD
Attorney General


JEFFREY T. MURRAY
Assistant Attorney General

JTM:dgr
Attachment
#988529